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residents. *Hazeltine v. Mississippi Valley F. Ins. Co.*, 55 Fed., 743; *Coit v. Sutton*, 102 Mich., 324.

CORPORATIONS—ULTRA VIRES—CONTRACTS—ESTOPPEL.—FRUIN-COLNON CONTRACTING CO. V. CHATTERSON ET AL., 143 S. W., 6 (Ky.).—*Held*, that one contracting with a corporation is estopped to deny its charter power to contract or corporate existence in an action to enforce the contract.

The early courts rigidly applied the principle that where a corporation is attempting to enforce its *ultra vires* contracts courts of justice will withhold their aid. *Chillicothe Bank v. Swayne*, 8 Ohio, 257; *New York Fireman Ins. Co. v. Ely*, 5 Conn., 560. They applied it with equal rigor in denying relief to persons contracting with corporations. *McCulloch v. Moss*, 5 Den. (N. Y.), 567. But it is now a settled principle of law, where a contract with a corporation, the making of which is beyond its granted powers, has been fully executed by both parties, neither of them can assert its invalidity as a ground of relief against it. *Parish v. Wheeler*, 22 N. Y., 494; *Mitchell v. Beckman*, 64 Cal., 117. However, as long as an *ultra vires* contract is wholly executory on both sides it is void, and neither party is estopped to deny the power of the corporation to make it. *Day v. Springs Buggy Co.*, 57 Mich., 146; *Thomas v. West Jersey R. Co.*, 101 U. S., 71. Where the contract is executory on one side only, and has been executed on the other, the courts differ as to whether an action will lie on the contract by the party furnishing the consideration. Some courts hold that the contract is void, and that no action will lie upon it. *Cent. Transp. Co. v. Pullman Palace Car Co.*, 139 U. S., 24; *Davis v. Old Colony R. Co.*, 131 Mass., 258. Other courts hold with the principal case that the party receiving the consideration is estopped to set up the contract as *ultra vires* in order to defeat an action on the contract. *Whitney Arms Co. v. Barlow*, 63 N. Y., 62; *Wright v. Pipe Line Co.*, 101 Pa. St., 204.

DAMAGES—BREACH OF CONTRACT—MENTAL ANGUISH.—TAXICAB CO. V. GRANT, 57 So., 141 (ALA.).—*Held*, that where a party to a contract suffered inconvenience and physical discomfort in consequence of the adverse party's breach of contract, mental distress proximately resulting from the breach, constituted a ground for award of additional compensatory damages.

Mental anguish and distress, disconnected with physical injury, cannot, as a general rule, be made the basis for a recovery of damages for a breach of contract. *Wilson v. Richmond, etc., R. Co.*, 52 Fed., 264; *Russel v. Western Union Tel Co.*, 3 Dak., 315; *Walsh v. Chicago, etc., R. Co.*, 42 Wis., 23. But many courts, with the principal case, reach a contrary conclusion. *Renihan v. Wright*, 125 Ind., 536; *Fillebrown v. Hoar*, 124 Mass., 580. However, the possibility of recovery for mental suffering, in these cases, depends upon whether or not mental pain and suffering are natural